

“A NEED WE FEED” WAIVER RELEASE OF LIABILITY

In Consideration of the rise of injury while participating in the volunteer event with **“A NEED WE FEED”** and as consideration for the right to participate in the activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims, or causes of action of any kind whatsoever arising out of my participation with this even, and do hereby release and forever discharge **“A NEED WE FEED”** primarily located at **574 Loxley Drive Toms River, NJ 08753** and all other locations that any future event will be held, as well as their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned activity, including traveling to and from an event related to this activity.

I AM VOLUNTARITLY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY, ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION. NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO AND FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless **“A NEED WE FEED”** against any and all claims or suits of actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If **“A NEED WE FEED”** incurs any of these types of expenses, I agree to reimburse **“A NEED WE FEED”**.

I acknowledge that **“A NEED WE FEED”** and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of **“A NEED WE FEED”**.

I acknowledge that this activity may involve a test of a person’s physical and mental limits and may carry with it the potential for death, seriously injury, and property loss. The risks may include but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to participants, volunteers, spectators, coaches, event officials and event monitors and or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO

RELEASE AND DISCHARGE “A NEED WE FEED” AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OF CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE THE RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST “A NEED WE FEED” FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence this release is also for negligence on the part of “A NEED WE FEED”, its agents, and employees.

In the event that I should require medical care of treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

This agreement was entered into at arm’s-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the participant and “A NEED WE FEED” agree that this agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this release of liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long, as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, constructed and enforces as so limited.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract that I am signing it of my own free will.

Participant’s Printed Name: _____

Participant’s Address: _____

Participant’s Phone Number: _____

Participant’s Signature: _____

DATED: _____

In the event of emergency please contact:

NAME: _____ **Relationship:** _____ **PHONE**

#: _____